

UNITED STATES DISTRICT COURT
for the
DISTRICT OF NEW JERSEY

North American Specialty Insurance Company n/k/a
SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE)
Plaintiff)
v.)
Michael J. Stavola, Andrea R. Stavola, et al.)
Defendant)

Civil Action No. 3:20-cv-17094 (MAS-TJB)

CLERK'S CERTIFICATION OF A JUDGMENT TO BE REGISTERED IN ANOTHER DISTRICT

I certify that the attached judgment is a copy of a judgment entered by this court on (date) 10/24/2022.

I also certify that, as appears from this court's records, no motion listed in Fed. R. App. P. 4(a)(4)(A) is pending before this court, the time for appeal has expired, and no appeal has been filed or, if one was filed, it is no longer pending.

Date: 9/16/24

CLERK OF COURT



[Signature]
Signature of Clerk or Deputy Clerk

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

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North American Specialty Insurance Company,

Plaintiff,
v.

Case No.
3:20-cv-17094 (MAS-TJB)

Cardinal Contracting Company, LLC, Red Lion
Management, LLC, Quarry Master Supply, LLC,
Cardinal Marine Services, LLC, Michael J. Stavola, and
Andrea R. Stavola,

Defendants

Hon. Michael A. Shipp.

JUDGMENT

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THIS MATTER having come before the Court upon Plaintiff North American Specialty Insurance Company's n/k/a Swiss Re Corporate Solutions America Insurance ("NASIC" or "Plaintiff") Complaint [ECF Doc. 1] seeking, among other things, contractual indemnification and the deposit of collateral security pursuant to a certain General Agreement of Indemnity (the "Indemnity Agreement") executed by Defendants Cardinal Contracting Company, LLC ("Cardinal"), Red Lion Management, LLC ("Red Lion"), Quarry Master Supply, LLC ("Quarry Master"), Cardinal Marine Services, LLC ("Cardinal Marine"), Michael J. Stavola ("Michael Stavola"), and Andrea R. Stavola ("Andrea Stavola") (together, the "Defendants") in favor of NASIC connection with certain payment and performance bonds, Defendants having Answered [ECF Doc. 14] and all interested parties having been duly served, and upon Plaintiff's Motion for Summary Judgment [ECF Doc. 24], Defendants having opposed [ECF No. 29], and NASIC having replied [ECF Doc. 33], being decided without oral argument pursuant to Federal Rule of Civil Procedure 78, and granted for the reasons stated in the Court's Memorandum Opinion dated June 29, 2022 [ECF Doc. 39] and other good cause shown, and

IN FURTHERANCE OF AND PURSUANT TO this Court's Order dated June 29, 2022

[ECF Doc. 40] and this Court's jurisdiction over this action pursuant to 28 U.S. Code § 1332; it is

on this day of 21st day of October, 2022, **ORDERED, ADJUDGED, AND DECREED that:**

JUDGMENT IS HEREBY ENTERED in favor of North American Specialty Insurance Company n/k/a Swiss Re Corporate Solutions America Insurance and against Cardinal Contracting Company, LLC, Red Lion Management, LLC, Quarry Master Supply, LLC, Cardinal Marine Services, LLC, Michael J. Stavola, and Andrea R. Stavola, jointly and severally, in the principal amount of \$602,674.97, plus pre-judgment interest calculated as follows in accordance with New Jersey Court Rule 4:42-11(a)¹:

Claimant	Amount Paid by NASIC	Payment Date	Interest up to July 8, 2022
Brick Wall Corporation, Inc.	\$395,315.54	12/05/2019	Interest Up to Date of Partial Recovery: \$27,455.48 (2019 Interest: [\$37.91 Per Diem * 26 Days] = \$985.58 + (2020 Interest: [\$48.74 Per Diem * 365 Days] = \$17,789.20 + 2021 Interest: [\$37.91 Per Diem * 229 Days] = \$8,680.70)
C.J. Hesse, Inc.	\$180,000.00	12/06/2019	Total Interest = \$16,917.53 (2019 Interest: [\$17.26 Per Diem * 25 Days] = \$431.51 + (2020 Interest: [\$22.19 Per Diem * 365 Days] = \$8,100.00 + 2021 Interest: [\$17.26 Per Diem * 365 Days] = \$6,300.00 + 2022 Interest: [\$11.10 Per Diem * 188 Days] = \$2,086.03)
C.J. Hesse, Inc.	\$57,955.54	12/18/2019	Total Interest = \$5,380.34 (2019 Interest: [\$5.56 Per Diem * 13 Days] = \$72.25 + (2020 Interest: [\$7.15 Per Diem * 365

¹ Pursuant to N.J. Ct. R. 4:42-11(a), the prejudgment interest rates, as applicable, are (a) 2019 – 3.5%, (b) 2020 – 4.5%, (c) 2021 - 3.5%, and (d) 2022 - 2.25%

			Days] = \$2,608.00 + 2021 Interest: [\$5.56 Per Diem * 365 Days] = \$2,028.44 + 2022 Interest: [\$3.57 Per Diem * 188 Days] = \$671.65)
Cardinal/International Grooving and Grinding, LLC	\$1,552.93	07/10/2020	Total Interest = \$105.66 (2020 Interest: [\$0.19 Per Diem * 174 Days] = \$33.31 + 2021 Interest: [\$0.15 Per Diem * 365 Days] = \$54.35 + 2022 Interest: [\$0.10 Per Diem * 188 Days] = \$18.00)
Line and Grade, LLC	\$15,000.00	09/22/2020	Total Interest = \$883.77 (2020 Interest: [\$1.85 Per Diem * 100 Days] = \$184.93 + 2021 Interest: [\$1.44 Per Diem * 365 Days] = \$525.00 + 2022 Interest: [\$0.92 Per Diem * 188 Days] = \$173.84)
K2 Consulting Engineers, Inc	\$3,000.00	01/28/2021	Total Interest = \$131.71 (2021 Interest: [\$0.29 Per Diem * 337 Days] = \$96.95 + 2022 Interest: [\$0.18 Per Diem * 188 Days] = \$34.77)
Advanced Infrastructure Design, Inc	\$3,075.00	03/22/2021	Total Interest = \$119.38 (2021 Interest: [\$0.29 Per Diem * 284 Days] = \$83.74 + 2022 Interest: [\$0.19 Per Diem * 188 Days] = \$35.64)
Cashin Spinelli & Ferretti LLC	\$324.00	9/20/2019	Total Interest = \$32.84 (2019 Interest: [\$5.56 Per Diem * 13 Days] = \$72.25 +(2020 Interest: [\$0.04 Per Diem * 365 Days] = \$14.58 + 2021 Interest: [\$0.03 Per Diem * 365 Days] = \$11.34 + 2022 Interest: [\$0.02 Per Diem * 188 Days] = \$3.75)
Cashin Spinelli & Ferretti LLC	\$2,647.00	12/6/2019	Total Interest = \$248.78 (2020 Interest: [\$0.33 Per Diem * 365 Days] = \$119.12 + 2021 Interest: [\$0.25 Per Diem * 365

			Days] = \$92.65 + 2022 Interest: [\$0.16 Per Diem * 188 Days] = \$30.68)
Cashin Spinelli & Ferretti LLC	\$1,656.00	12/9/2019	Total Interest = \$155.16 (2020 Interest: [\$0.20 Per Diem * 365 Days] = \$74.52 + 2021 Interest: [\$0.16 Per Diem * 365 Days] = \$57.96 + 2022 Interest: [\$0.10 Per Diem * 188 Days] = \$19.19)
Gottesman, Wolgel, Flynn & Weinberg, P.C.	\$4,860.50	1/13/2020	Total Interest = \$437.98 (2020 Interest: [\$0.60 Per Diem * 353 Days] = \$211.53 + 2021 Interest: [\$0.47 Per Diem * 365 Days] = \$170.12 + 2022 Interest: [\$0.30 Per Diem * 188 Days] = \$56.33)
Cashin Spinelli & Ferretti LLC	\$3,625.40	1/13/2020	Total Interest = \$326.68 (2020 Interest: [\$0.45 Per Diem * 353 Days] = \$157.78 + 2021 Interest: [\$0.35 Per Diem * 365 Days] = \$126.89 + 2022 Interest: [\$0.22 Per Diem * 188 Days] = \$42.01)
Cashin Spinelli & Ferretti LLC	\$126.00	1/29/2020	Total Interest = \$11.11 (2020 Interest: [\$0.02 Per Diem * 337 Days] = \$5.24 + 2021 Interest: [\$0.01 Per Diem * 365 Days] = \$4.41 + 2022 Interest: [\$0.01 Per Diem * 188 Days] = \$1.46)
Gottesman, Wolgel, Flynn & Weinberg, P.C.	\$476.00	1/30/2020	Total Interest = \$41.89 (2020 Interest: [\$0.06 Per Diem * 336 Days] = \$19.72 + 2021 Interest: [\$0.05 Per Diem * 365 Days] = \$16.66 + 2022 Interest: [\$0.03 Per Diem * 188 Days] = \$5.52)
Cashin Spinelli & Ferretti LLC	\$292.50	4/15/2020	Total Interest = \$23.00 (2020 Interest: [\$0.04 Per Diem * 260 Days] = \$9.38 + 2021 Interest: [\$0.03 Per Diem * 365 Days] = \$10.24 + 2022 Interest: [\$0.02 Per Diem * 188 Days] = \$3.39)

Gottesman, Wolgel, Flynn & Weinberg, P.C.	\$588.00	4/24/2020	Total Interest = \$45.59 (2020 Interest: [\$0.07 Per Diem * 251 Days] = \$18.20 + 2021 Interest: [\$0.06 Per Diem * 365 Days] = \$20.58 + 2022 Interest: [\$0.04 Per Diem * 188 Days] = \$6.81)
Cashin Spinelli & Ferretti LLC	\$624.00	4/27/2020	Total Interest = \$48.15 (2020 Interest: [\$0.08 Per Diem * 248 Days] = \$19.08 + 2021 Interest: [\$0.06 Per Diem * 365 Days] = \$21.84 + 2022 Interest: [\$0.04 Per Diem * 188 Days] = \$7.23)
Gottesman, Wolgel, Flynn & Weinberg, P.C.	\$560.00	5/22/2020	Total Interest = \$41.49 (2020 Interest: [\$0.07 Per Diem * 223 Days] = \$15.40 + 2021 Interest: [\$0.05 Per Diem * 365 Days] = \$19.60 + 2022 Interest: [\$0.03 Per Diem * 188 Days] = \$6.49)
Cashin Spinelli & Ferretti LLC	\$721.50	6/1/2020	Total Interest = \$52.56 (2020 Interest: [\$0.09 Per Diem * 213 Days] = \$18.95 + 2021 Interest: [\$0.07 Per Diem * 365 Days] = \$25.25 + 2022 Interest: [\$0.04 Per Diem * 188 Days] = \$8.36)
Gottesman, Wolgel, Flynn & Weinberg, P.C.	\$1,153.00	6/10/2020	Total Interest = \$82.72 (2020 Interest: [\$0.14 Per Diem * 204 Days] = \$29.00 + 2021 Interest: [\$0.11 Per Diem * 365 Days] = \$40.36 + 2022 Interest: [\$0.07 Per Diem * 188 Days] = \$13.36)
Cashin Spinelli & Ferretti LLC	\$2,941.50	6/30/2020	Total Interest = \$203.77 (2020 Interest: [\$0.36 Per Diem * 184 Days] = \$66.73 + 2021 Interest: [\$0.28 Per Diem * 365 Days] = \$102.95 + 2022 Interest: [\$0.18 Per Diem * 188 Days] = \$34.09)
Cashin Spinelli & Ferretti LLC	\$2,338.50	8/3/2020	Total Interest = \$152.19 (2020 Interest: [\$0.29 Per Diem * 150 Days] = \$43.25 + 2021 Interest: [\$0.22 Per Diem * 365

			Days] = \$81.85 + 2022 Interest: [\$0.14 Per Diem * 188 Days] = \$27.10)
Gottesman, Wolgel, Flynn & Weinberg, P.C.	\$1,148.00	8/10/2020	Total Interest = \$73.72 (2020 Interest: [\$0.14 Per Diem * 143 Days] = \$20.24 + 2021 Interest: [\$0.11 Per Diem * 365 Days] = \$40.18 + 2022 Interest: [\$0.07 Per Diem * 188 Days] = \$13.30)
Gottesman, Wolgel, Flynn & Weinberg, P.C.	\$1,668.00	8/19/2020	Total Interest = \$105.27 (2020 Interest: [\$0.21 Per Diem * 134 Days] = \$27.56 + 2021 Interest: [\$0.16 Per Diem * 365 Days] = \$58.38 + 2022 Interest: [\$0.10 Per Diem * 188 Days] = \$19.33)
Cashin Spinelli & Ferretti LLC	\$1,746.50	8/31/2020	Total Interest = \$107.64 (2020 Interest: [\$0.22 Per Diem * 122 Days] = \$26.27 + 2021 Interest: [\$0.17 Per Diem * 365 Days] = \$61.13 + 2022 Interest: [\$0.11 Per Diem * 188 Days] = \$20.24)
Cashin Spinelli & Ferretti LLC	\$604.50	9/25/2020	Total Interest = \$35.39 (2020 Interest: [\$0.07 Per Diem * 97 Days] = \$7.23 + 2021 Interest: [\$0.06 Per Diem * 365 Days] = \$21.16 + 2022 Interest: [\$0.04 Per Diem * 188 Days] = \$7.01)
Gottesman, Wolgel, Flynn & Weinberg, P.C.	\$2,775.50	10/16/2020	Total Interest = \$155.31 (2020 Interest: [\$0.34 Per Diem * 76 Days] = \$26.01 + 2021 Interest: [\$0.27 Per Diem * 365 Days] = \$97.14 + 2022 Interest: [\$0.17 Per Diem * 188 Days] = \$32.17)
Cashin Spinelli & Ferretti LLC	\$1,038.50	10/30/2020	Total Interest = \$56.32 (2020 Interest: [\$0.13 Per Diem * 62 Days] = \$7.94 + 2021 Interest: [\$0.10 Per Diem * 365 Days] = \$36.35 + 2022 Interest: [\$0.06 Per Diem * 188 Days] = \$12.04)

Cashin Spinelli & Ferretti LLC	\$558.00	11/20/2020	Total Interest = \$28.82 (2020 Interest: [\$0.07 Per Diem * 41 Days] = \$2.82 + 2021 Interest: [\$0.05 Per Diem * 365 Days] = \$19.53 + 2022 Interest: [\$0.03 Per Diem * 188 Days] = \$6.47)
Gottesman, Wolgel, Flynn & Weinberg, P.C.	\$1,933.50	11/20/2020	Total Interest = \$99.85 (2020 Interest: [\$0.24 Per Diem * 41 Days] = \$9.77 + 2021 Interest: [\$0.19 Per Diem * 365 Days] = \$67.67 + 2022 Interest: [\$0.12 Per Diem * 188 Days] = \$22.41)
Cashin Spinelli & Ferretti LLC	\$682.50	12/15/2020	Total Interest = \$33.14 (2020 Interest: [\$0.08 Per Diem * 16 Days] = \$1.35 + 2021 Interest: [\$0.07 Per Diem * 365 Days] = \$23.89 + 2022 Interest: [\$0.04 Per Diem * 188 Days] = \$7.91)
Gottesman, Wolgel, Flynn & Weinberg, P.C.	\$1,634.50	1/11/2021	Total Interest = \$74.43 (2021 Interest: [\$0.16 Per Diem * 354 Days] = \$55.48 + 2022 Interest: [\$0.10 Per Diem * 188 Days] = \$18.94)
Gottesman, Wolgel, Flynn & Weinberg, P.C.	\$953.45	1/20/2021	Total Interest = \$42.59 (2021 Interest: [\$0.09 Per Diem * 345 Days] = \$31.54 + 2022 Interest: [\$0.06 Per Diem * 188 Days] = \$11.05)
Cashin Spinelli & Ferretti LLC	\$279.00	1/21/2021	Total Interest = \$12.44 (2021 Interest: [\$0.03 Per Diem * 344 Days] = \$9.20 + 2022 Interest: [\$0.02 Per Diem * 188 Days] = \$3.23)
Cashin Spinelli & Ferretti LLC	\$589.00	2/19/2021	Total Interest = \$24.62 (2021 Interest: [\$0.06 Per Diem * 315 Days] = \$17.79 + 2022 Interest: [\$0.04 Per Diem * 188 Days] = \$6.83)

Gottesman, Wolgel, Flynn & Weinberg, P.C.	\$1,953.12	2/19/2021	<p>Total Interest = \$81.63</p> <p>(2021 Interest: [\$0.19 Per Diem * 315 Days] = \$58.99 + 2022 Interest: [\$0.12 Per Diem * 188 Days] = \$22.63)</p>
Cashin Spinelli & Ferretti LLC	\$443.00	3/25/2021	<p>Total Interest = \$17.07</p> <p>(2021 Interest: [\$0.04 Per Diem * 281 Days] = \$11.94 + 2022 Interest: [\$0.03 Per Diem * 188 Days] = \$5.13)</p>
Gottesman, Wolgel, Flynn & Weinberg, P.C.	\$816.00	3/30/2021	<p>Total Interest = \$31.05</p> <p>(2021 Interest: [\$0.08 Per Diem * 276 Days] = \$21.60 + 2022 Interest: [\$0.05 Per Diem * 188 Days] = \$9.46)</p>
Cashin Spinelli & Ferretti LLC	\$1,067.50	4/23/2021	<p>Total Interest = \$38.17</p> <p>(2021 Interest: [\$0.10 Per Diem * 252 Days] = \$25.80 + 2022 Interest: [\$0.07 Per Diem * 188 Days] = \$12.37)</p>
Gottesman, Wolgel, Flynn & Weinberg, P.C.	\$11,333.50	4/28/2021	<p>Total Interest = \$399.78</p> <p>(2021 Interest: [\$1.09 Per Diem * 247 Days] = \$268.43 + 2022 Interest: [\$0.70 Per Diem * 188 Days] = \$131.34)</p>
Cashin Spinelli & Ferretti LLC	\$331.07	5/26/2021	<p>Total Interest = \$10.79</p> <p>(2021 Interest: [\$0.03 Per Diem * 219 Days] = \$6.95 + 2022 Interest: [\$0.02 Per Diem * 188 Days] = \$3.84)</p>
Gottesman, Wolgel, Flynn & Weinberg, P.C.	\$6,750.50	6/7/2021	<p>Total Interest = \$212.22</p> <p>(2021 Interest: [\$0.65 Per Diem * 207 Days] = \$133.99 + 2022 Interest: [\$0.42 Per Diem * 188 Days] = \$78.23)</p>
Gottesman, Wolgel, Flynn & Weinberg, P.C.	\$5,085.00	6/23/2021	<p>Total Interest = \$152.06</p> <p>(2021 Interest: [\$0.49 Per Diem * 191 Days] =</p>

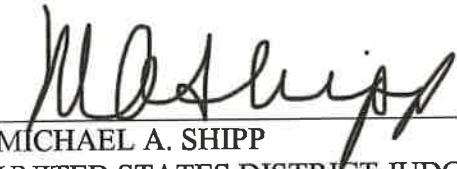
			$\$93.13 + 2022 \text{ Interest: } [\$0.31 \text{ Per Diem} * 188 \text{ Days}] = \$58.93)$
Cashin Spinelli & Ferretti LLC	\$593.50	7/19/2021	Total Interest = \$16.27 (2021 Interest: [\$0.06 Per Diem * 165 Days] = \$9.39 + 2022 Interest: [\$0.04 Per Diem * 188 Days] = \$6.88)
Cashin Spinelli & Ferretti LLC	\$178.50	7/27/2021	Total Interest = \$4.76 (2021 Interest: [\$0.02 Per Diem * 157 Days] = \$2.69 + 2022 Interest: [\$0.01 Per Diem * 188 Days] = \$2.07)
Gottesman, Wolgel, Flynn & Weinberg, P.C.	\$12,173.50	8/4/2021	Total Interest = \$315.01 (2021 Interest: [\$1.17 Per Diem * 149 Days] = \$173.93 + 2022 Interest: [\$0.75 Per Diem * 188 Days] = \$141.08)
Partial Recovery Applied to Brick Wall Corporation, Inc.	-\$140,764.08	08/18/2021	Interest from Date of Partial Recovery = \$6,245.23 (2021 Interest: [\$24.41 Per Diem * 135 Days] = \$3,295.22 + 2022 Interest: [\$15.69 Per Diem * 188 Days] = \$2,950.01)
Cashin Spinelli & Ferretti LLC	\$341.00	8/31/2021	Total Interest = \$7.94 (2019 Interest: [\$37.91 Per Diem * 26 Days] = \$985.58 + 2021 Interest: [\$0.03 Per Diem * 122 Days] = \$3.99 + 2022 Interest: [\$0.02 Per Diem * 188 Days] = \$3.95)
Cashin Spinelli & Ferretti LLC	\$582.50	9/23/2021	Total Interest = \$12.28 (2021 Interest: [\$0.06 Per Diem * 99 Days] = \$5.53 + 2022 Interest: [\$0.04 Per Diem * 188 Days] = \$6.75)
Gottesman, Wolgel, Flynn & Weinberg, P.C.	\$7,346.50	10/13/2021	Total Interest = \$140.79 (2021 Interest: [\$0.70 Per Diem * 79 Days] = \$55.65 + 2022 Interest: [\$0.45 Per Diem * 188 Days] = \$85.14)

Total:	\$602,674.97	\$61,432.38
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totaling \$61,432.38 for a total judgment of **\$664,107.35** plus the statutory rate for interest after July 8, 2022 and that Plaintiff North American Specialty Insurance Company n/k/a Swiss Re Corporate Solutions America Insurance shall have execution thereon; and

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that:

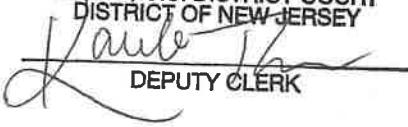
Defendants shall post collateral in the sum of \$72,767.06 with Plaintiff North American Specialty Insurance Company n/k/a Swiss Re Corporate Solutions America Insurance to indemnify Plaintiff North American Specialty Insurance Company n/k/a Swiss Re Corporate Solutions America Insurance against additional projected bond losses and loss adjustment expenses within thirty (30) days of entry of this Judgment. If Defendants do not deposit collateral in the amount of \$72,767.06 with Plaintiff North American Specialty Insurance Company n/k/a Swiss Re Corporate Solutions America Insurance within thirty (30) days of the entry of this Judgment, Plaintiff North American Specialty Insurance Company n/k/a Swiss Re Corporate Solutions America Insurance may obtain a money judgment against Defendants equal to the balance of the unpaid collateral. Any unused collateral shall be returned to Defendants within thirty (30) days of the expiration of the statute of limitations related to claims under the payment and performance bonds and resolution of all payment and performance bond claims and loss adjustment expenses.



MICHAEL A. SHIPP
UNITED STATES DISTRICT JUDGE

I hereby attest and certify on 9/16/24
that the foregoing document is a full, true
and correct copy of the original on file in
my office, and in my legal custody.

CLERK, U.S. DISTRICT COURT
DISTRICT OF NEW JERSEY



DEPUTY CLERK